

R E M A R K S

The office action of June 23, 2006 has been reviewed and its contents carefully noted. Reconsideration of this case, as amended, is requested. Claims 1 through 18 remain in this case.

Claim Rejections - 35 USC § 112

Claims 1-11 and claims 14 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

The Examiner states that it is unclear who has ownership of the shipping platforms and what the relationship is between the parties of the method. The Examiner has construed the method to be a “third party resale” system, wherein the original shipper is merely a customer who has the ability to buy used shipping platforms, such as those previously held by the original shipper. The Examiner has construed this correctly. The original shipper loses ownership of the shipping platform when the product the platform is carrying is sold. The end recipient is indeed the owner of the platform. This is one of the distinctions of this method over the individual methods of the references cited, which will be discussed in further detail below.

Further, the Examiner alleges that it is not clear who is “the shipper” identified in claim 6. For examination purposes, the Examiner has construed the shipper as the original shipper. Again, this is correct. The claims consistently identify only “a shipper” (please note claim 1, line 1), as the original shipper.

The objection to Claim 14 relates to the ownership of the shipping platforms. In the paragraph on lines 7-13 of page 6, the ownership of the platforms is clearly shown. The end recipient becomes the owner of the platform and through the method of the present invention, arranges to resell the platform to the original shipper through the intermediary work of the coordinator. The coordinator does not “manage” the shipping platform or decide whether or not to retrieve them from an end recipient. Applicants’ system reconnects an original shipper with *its original* platforms. It is then up to the original shipper whether or not to re-purchase the

platforms. Accordingly, reconsideration and withdrawal of the rejections under 35 USC 112 is respectfully requested.

Claim Rejections - 35 USC § 103

Claims 1-4, 7-13, and 15-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over Tradeout.com in view of Chep.com. Applicants respectfully disagree. Tradeout.com is an internet auction site where any buyer can purchase items listed on the site by a seller of a variety of goods, much like eBay.com. Tradeout.com does not associate a product, such as a shipping platform, with the original shipper of that product.

The CHEP system consists of a defined group of customers who ship and retrieve containers in a controlled environment. CHEP retains ownership of their shipping platforms throughout the entire process of transfer from the original shipper to the end recipient and back to the original shipper again. They mark their platforms as being the property of CHEP. This is in contrast to Applicants method, which focuses on reconnecting “lost” shipping platforms with an original shipper through the coordinator. Neither CHEP nor Tradeout.com disclose a system for identifying platforms from a plurality of unconnected original shippers. They simply identify and track platforms within the closed environment of their own system. The combination of these two systems merely results in a tightly controlled, closed circuit, environment for the identification and tracking of platforms.

In contrast, Applicants method provides an opportunity for a plurality of independent original shippers to re-purchase their own shipping platforms through the work of a coordinator. The coordinator assigns identifications to each platform type, associates the types of platforms with the original shipper in an internet accessible file and contacts the appropriate original shipper when *its original* platforms have been listed on the coordinator’s website. Accordingly, reconsideration and withdrawal of the above identified rejection are respectfully requested.

Claims 12-13 and 17-18 are rejected under 35 U.S.C. 103(a) as being unpatentable over CHEP in view of Tradeout.com. As stated previously, CHEP manages the movement of shipping platforms only from customers of CHEP. Their coordinating efforts merely track and

manage the transfer of shipping platforms within a controlled environment. The coordinator of Applicants' system works with a plurality of original shippers and establishes a means whereby shipping platforms that would otherwise have been lost or discarded are capable of being reconnected with their original shipper. Tradeout.com merely lists items for sale to any buyer. They do not coordinate the reconnection of specific shipping platforms with any of a plurality of original shippers. They are nothing more than an online listing site and do not perform the function of the coordinator of Applicants' method who *reconnects* the original shipper with their original pallets. Accordingly, the reconsideration and withdrawal of this rejection are respectfully requested.

Claims 7-9 are rejected under 35 U.S.C. 103(a) as being unpatentable over Tradeout.com in view of CHEP and in further view of Canadian Pallet Council (CPC) (www.cpcpallet.com). CPC maintains a pool of standardized pallets that are owned by CPC members. Members add and remove pallets from the pool while CPC tracks the balance of each member's inventory. Combining the teachings of CPC with the systems of Tradeout.com and CHEP is counterintuitive. This would create an internet auction site where only members of CPC could bid on pallets listed by other members. Such a system would enable *third parties* to purchase pallets *already owned by another company*. This is inconsistent with the business model of CHEP since CHEP retains ownership in its pallets, regardless of the location of those pallets. Since such a combination of the teachings of these references results in a very different system than that claimed by Applicants, the reconsideration and withdrawal of the rejection are respectfully requested.

Claims 15-16 are rejected under 35 U.S.C. 103(a) as being unpatentable over CHEP in view of Tradeout.com and in further view of Canadian Pallet Council (CPC) (www.cpcpallet.com). The lack of the requisite incentive to combine these three references in an attempt to achieve Applicants' invention has already been discussed above. The added feature of on-line repair standards for pallets adds nothing to make up for the weakness of the combination of the primary references. Applicants respectfully request the reconsideration and withdrawal of the rejection.

Claims 5-6 and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over Tradeout.com in view of Chep.com, as applied to claims 1 and 4 above, and further in view of SJF Material Handling, Inc. (www.sjf.com). SJF Material Handling, Inc. deals with shipping platforms as a commodity. Part of their business is to buy and resell these items to *any third party purchaser* for profit. They are not a “coordinator”. Contrary to the way SJF Material Handling conducts business, the coordinator of Applicants invention is a mere conduit between an end user or final “handler” and the original shipper of pallets that it had used to initially ship its products. Applicants’ coordinator merely facilitates the reconnection of otherwise unlocatable shipping platforms with their original shipper and acts as a conduit for transferring the platforms and the money between the end user and the original shipper. The coordinator is simply not a commodities dealer as is SJF. It is respectfully submitted that the addition of SJF Material Handling does not supply the elements necessary to compensate for the lack of the requisite incentive to combine CHEP and Tradeout.com to achieve Applicants’ method. Accordingly, the reconsideration and withdrawal of the rejection is respectfully requested.

Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over CHEP in view of Tradeout.com, as applied to claim 12 above, and further in view of SJF Material Handling, Inc. (www.sjf.com). The arguments presented in the previous paragraph with respect to SJF apply to this rejection, as well, and need not be repeated here for the sake of brevity. It is worth underscoring again, however, that SJF, like Tradeout.com, is a commodities dealer and pallets are simply one of a number of commodities in which they deal. Their business structure is clearly distinguishable from that claimed herein by Applicants. Therefore, Applicants respectfully request the reconsideration and withdrawal of the rejection.

Conclusion

Applicant believes the claims, as presented, are patentable over the prior art, and that this case is now in condition for allowance of all claims therein. Such action is thus respectfully requested. If the Examiner disagrees, or believes for any other reason that direct contact with Applicants' attorney would advance the prosecution of the case to finality or, at the very least, narrow the issues for appeal, she is invited to telephone the undersigned at the number given

below. However, should the rejections be maintained, Applicants submit herewith a Notice of Appeal.

"Recognizing that Internet communications are not secured, I hereby authorize the PTO to communicate with me concerning any subject matter of this application by electronic mail. I understand that a copy of these communications will be made of record in the application file."

Respectfully Submitted:
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